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RFQ Summary

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RFQ ID RFQ419748	Reference # FCC-RFQ10000001
RFQ Title Acquisition & Contract Administration Support Services	
RFQ Status Open	Delivery Days Period of Performance 10/15/2009 through 10/14/2010
RFQ Issue Date 10/06/2009 05:22:47 PM EDT	RFQ Close Date 10/11/2009 05:00:00 PM EDT

Line Items

Mfr. part No/NSN/Item	Manufacturer	Product/Service Name	Qty	Unit	Ship Address
12-Month Base Period		Acquisition & Contract Admin Spt Svcs	1	LO	1
12-Month Option Period-One		Acquisition & Contract Admin Spt Svcs	1	LO	1
12-Month Option Period-Two		Acquisition & Contract Admin Spt Svcs	1	LO	1
12-Month Option Period Three		Acquisition & Contract Admin Spt Svcs	1	LO	1

Description

The Federal Communications Commission (FCC) Contracts and Purchasing Center (CPC) in Washington DC awarded approximately xxx contracting actions in fiscal year 2009. To support the contracting needs of the FCC, the CPC requires contract support to assist its five contracting officers with contracting functions that are not considered inherently governmental. The types of contract actions vary from complex to non-complex and include both information technology (IT) and non- IT. The objective of this task order is to provide quality support to Government contracting officers in preparing contract documents and supporting contract administration functions for FCC contracts.

SEE ATTACHED STATEMENT OF WORK (SOW)

Attached Documents:

Statement of Work

Shipping Address**(1) Arnett Rogiers:**

Federal Communications Commission
CONTRACTS & PURCHASING CENTER
445 12TH STREET SW, ROOM # 1-A522
Washington, DC 20554

Individual Receiving Shipment
ARNETT ROGIER
202-418-1973
ARNETT.ROGIER@FCC.GOV

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**Statement of Work
For
Acquisition and Contract Administration Support Services**

1.0 Background

The Federal Communications Commission (FCC) Contracts and Purchasing Center (CPC) in Washington DC awarded approximately xxx contracting actions in fiscal year 2009. To support the contracting needs of the FCC, the CPC requires contract support to assist its five contracting officers with contracting functions that are not considered inherently governmental. The types of contract actions vary from complex to non-complex and include both information technology (IT) and non- IT.

2.0 Objective

The objective of this task order is to provide quality support to Government contracting officers in preparing contract documents and supporting contract administration functions for FCC contracts.

3.0 Scope

The scope of this statement of work is acquisition support services for the contracts and purchasing center (CPC) located at FCC in Washington DC

4.0 Tasks

The contractor shall provide all labor and supervision to provide the following specific tasks:

4.1 Acquisition Planning - The contractor shall review procurement packages, such as, statements of work, independent cost estimates, and other required documents and make recommendations to the Government. Recommendations will include, but are not limited to changes in documents to enhance competition, remove ambiguities, or provide clarification of requirements.

4.2 Acquisition document preparation - The contractor shall provide support for all non-inherently governmental pre-award functions for both complex and non-complex contract actions in accordance with the Federal Acquisition Regulation (FAR) and agency procedures. Complex actions are GSA Schedule actions over \$5million for services and non- GSA schedule actions that require formal source selection. Non-complex includes simplified procedures and GSA schedule purchases under \$5million. Types of documents to be prepared includes, but is not limited to, synopsis, request for quotations and proposals, contract file documentation required for award, contract award documents, and modifications.

4.3 Contract Administration – The contractor shall provide support for all post-award and perform non-inherently governmental contract administration functions in accordance with FAR part 42 and 43. The contractor shall at a minimum track contract funding, process invoices, prepare modifications, prepare contract action documentation, and keep the contract file current.

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4.4 Contract Closeout - The contractor shall provide administrative support to prepare contract files for closeout in accordance with FAR 4.804 and the Federal records management requirements. The contractor requirements include, but are not limited to, drafting correspondence, preparing contract modifications, maintain a closeout database, and maintain file storage areas. The contractor will box and move official files to the designated storage area.

5.0 Personnel

5.1 Project Manager - The contractor shall provide a project manager who shall be responsible for all work performed under this contract and shall be a single point of contact for the Contracting Officer and designated representatives of the contracting officer. The name of this person and the name of any alternate who shall act for the contractor when the project manager is absent shall be submitted in writing to the Contracting Officer five (5) working days prior to contract start date. During any absence of the project manager, only one alternate shall serve as the Government contact point. The project manager, and any designated alternate(s), shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

5.2 Other Personnel - The contractor shall provide other qualified personnel as required for the performance of this SOW to ensure all contract work and services are performed within specified time frames at an acceptable quality level. For complex actions, the contractor must meet the competency level of the mid journeyman level as defined by FAC-C competency model. For non-complex actions, the contractor must meet the apprentice level. The model may be viewed at: <http://www.fai.gov/pdfs/FAC-C%20Competency%20Model.pdf>

6.0 Deliverables

The following table provides workload estimates for each task specified under paragraph 4 of this statement of work. The workload is not equally distributed during the year. Up to 60% of the workload estimate may occur in July, August, and September.

Task	SOW	Format	Delivery	Workload Est.
Acquisition Planning	Para 4.1	Government format	Within 1day of receipt. May be negotiated dependent on complexity	
Pre-award functions	Para 4.2	IAW FAR and agency procedures	Timeframes will be defined per the complexity and other workload	

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Post-award functions	Para 4.3	IAW FAR and agency procedures	Timeframes will be defined per the complexity and other workload	
Closeouts	Para. 4.4	IAW FAR and agency procedures	Within 60 days of completion of period of performance	

7.0 Service Delivery Summary

The following table represents performance-based measures, which will be used to monitor contractor performance.

Table 7.1

Performance Objectives	Acceptable Quality Level (AQL)	Method of Surveillance	Performance Scoring
Technical competence in all aspects of procurement from pre-award support to post-award contract administration	100% - All Standards must be met	Customer Satisfaction Survey	5 = Exceptional Overall Performance – No deduction of fees 4 = Very Good Overall Performance – No deduction of fees
Superior quality of work in all aspects of procurement analysis, including but not limited to acquisition planning, market research, and assisting with source selection	100% - All Standards must be met	Daily/Periodic Inspection of work products and procurement acumen	3 = Satisfactory Overall Performance – No deduction of fees 2 = Marginal Overall Performance – 1 – 5% deduction of total monthly invoice
Accurate and complete deliverables, including but not limited to invoices and status reports	100% - All Standards must be met	Customer Satisfaction Survey	1 = Unsatisfactory Overall Performance – 6 – 10% deduction of total monthly invoice

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8.0 Method of Surveillance

8.1 Performance shall be measured through the use of a “quarterly” Customer Satisfaction Survey (questionnaire). As part of the contractor’s Quality Assurance Surveillance Plan, the contractor shall create/design and submit with ten (10) days after contract award, a proposed Customer Satisfaction Survey (CSS) – questionnaire as a self-assessment of its performance. The final survey/questionnaire is subject to Government approval. The survey/questionnaire may be paper-based or web-based. The Government will derive a performance score of 1 to 5 for tasks completed. The contractor will be given the opportunity to comment on score received.

8.2 In addition to the quarterly CSS, the Government will periodically evaluate the contractor’s performance by appointing a representative(s) to monitor performance to ensure services are received. The Government representative will evaluate the contractor’s daily performance through inspections of work products and demonstrated knowledge of procurement acumen. The Government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the Government may decrease the number of quality control inspections if performance dictates. The Government representative shall make final determination of the validity of customer complaint(s).

8.3 If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:

- ❖ Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- ❖ Reduce the contract price to reflect the reduced value of the services performed.

9.0 Reports

Monthly Project Status Reports - The Contractor shall prepare and deliver to the Government a project status report reflecting the current status of ongoing efforts and any other relevant information regarding problem areas and their resolutions, significant activities, work progress, contract expenditures and staffing information. All reports shall be prepared in MS Word format and submitted via electronic-mail (e-mail) to the COTR not later than the 10th business day of each month with the content specified by the Government during performance of the Task Order.

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10.0 Suitability and Security Processing

10.1 General

10.1.1 All contractor personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contractor personnel may also be required to have security clearance determinations. No contractor personnel may be assigned to work on the task order without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).

10.1.2 Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual contractor employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contractor personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the contractor during the same business day that the determination is made.**

10.1.3 If the contractor personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contractor personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

10.1.4 Contractor personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contractor personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

10.2 Task Order Award Requirements

The following provisions shall be incorporated by reference into the task order.

10.2.1 The FCC Security Operations Center must receive the completed, signed OF 306 for each proposed individual member of the contract personnel (i.e., "contract employee") at the time of task order award. Resumes for all personnel proposed for assignment on the task order should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contractor personnel, regardless of task description, must complete this form. Without an *approved*, completed OF 306 on file at the SOC, no contractor employee may

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begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contractor personnel may be interviewed by SOC staff regarding information on their OF 306.

10.2.2 In addition, the contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the CONTRACTOR (See Appendix No. ____ to the ____, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

10.2.3 The COTR shall begin processing their section of the FCC Task Order Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of task order award and must be submitted to the SOC within ten (10) working days.

10.2.4 The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contractor personnel who have received a favorable adjudication so they may receive their permanent access credential.

10.3 Identity Proofing, Registrations and Checkout Requirements

10.3.1 Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contractor employee personnel, regardless of work location.

The contractor employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

10.3.2 Intake Processing

10.3.2.1 Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contractor personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.

10.3.2.2 All new contractor personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

U.S. Passport (unexpired or expired)
Certificate of U.S. Citizenship (Form N-560 or N-561)

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Certificate of Naturalization (Form N-550 or N-570)
School ID
Voter's registration card
U.S. Military card
Military dependent's ID card
U.S. Coast Guard Merchant Mariner card
Native American Tribal document
U.S. Social Security card
Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
Original or certified copy of a birth certificate, bearing an official seal

10.3.2.3 After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

10.3.2.4 At this time the contractor employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

10.3.2.5 For any contractor employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to contractor or contractor employee decision, within the first year, the contractor shall reimburse the Commission for the cost of the investigation. If the task order is scheduled for completion in under one year and the contractor employee for whom a security investigation has been done leaves prior to the work being done, the contractor and SOC shall agree on a pro-rated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The contractor will be provided a copy of the investigation invoice with the reimbursement request.

11.0 Organizational Conflict of Interest

11.1 The provisions of FAR 9.5, titled Organizational and Consultant Conflicts of Interest, govern performance under this contract. As stated at FAR 9.502(c), an organizational conflict of interest may result when factors create an actual or potential

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conflict of interest under this contract, or when the nature of the work to be performed under this contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on the future activities of the contractor may be imposed by the Contracting Officer for the future acquisition.

11.2 FAR 9.505 states that the two underlying principles are – (a) preventing the existence of conflicting roles that might bias a contractor's judgment; and (b) preventing unfair competitive advantage. It further states that organizational conflicts of interest may arise in situations covered by FAR 9.505, or the examples in FAR 9.508, or in situations not covered by those provisions.

11.3 Under this contract, the contractor may be required to perform services that trigger the concerns and restrictions described in FAR 9.5. Two examples of such situations and related restrictions applicable to performance hereunder, are set forth below.

11.3.1 Under this contract, the contractor may be required to evaluate offers for products or services. The contractor agrees that it will neither evaluate, nor advise the Government with regard to, its own products or services. In addition, the contractor agrees that it will objectively evaluate, and advise the Government concerning, the products or services of its actual or prospective competitors.

11.3.2 In addition, under this contract, the contractor may obtain access to nonpublic information, such as information proprietary to other companies, and information generated by the Government and not intended for release outside the Government. As a result of access to such information, the contractor may gain an unfair competitive advantage, with respect to a future acquisition, unless restrictions are imposed. Clause C.9, titled Nondisclosure, imposes use and disclosure restrictions on the contractor. However, as indicated above, only the Contracting Officer for the future acquisition has the authority to determine whether the contractor will be allowed to participate in the future acquisition, and if so, the extent of that participation.

12.0 Personal Conflict of Interest

In the course of performance pursuant to this contract, contractor employees will be performing duties that have a direct and predictable effect upon non-Federal entities, such as contractors for other FCC contracts. Contractor agrees to use its best efforts to ensure that such employees and others performing services under this contract avoid conflicts of interest or the appearance thereof. To that end, Contractor agrees that its employees and others performing services under this contract will sign the Certificate of No Conflict of Interest for each contract (to include each delivery order/task order/project) they work with.

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13.0 Non-Disclosure

In the course of performance pursuant to this task order, the contractor will access nonpublic information, including acquisition sensitive information. The contractor agrees that it will not use or disclose any such information unless authorized by the Contracting Officer. The contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Contracting Officer. To that end, contractor agrees that its employees and others performing duties under this contract will sign the Certificate of Nondisclosure for each contract (to include each delivery order/task order/project) they work with.

14.0 Deliverables

All deliverables in the following table shall be provided by the contractor to the COTR:

DELIVERABLE ITEM	DELIVERABLE DUE DATE	DELIVERABLE FORMAT	GOVERNMENT REVIEW PERIOD
Proposed Customer Satisfaction Survey	10-DAYS AFTER CONTRACT AWARD	Paper-based or web- based	10-DAYS AFTER CONFIRMED RECEIPT
Monthly Status Report on Projects and Activities	10 th business day of every month	MS Word Document submitted via Electronic Message (E-mail)	N/A
Monthly Invoices	10 th business day of every month	MS Word Document submitted via Electronic Message (E-mail)	10-DAYS AFTER CONFIRMED RECEIPT

15.0 Place of Performance

All tasks shall be performed at the FCC Headquarters located at: 445 12th Street, SW, Washington, DC 20554.